COUNTY OF GREENSVILLE

Honorable Board of Supervisors

To:

K. David Whittington, County Administrator

From:

Agenda

Subject:

September 29, 2016

Date:

AGENDA - MONDAY, OCTOBER 3, 2016

4:00 P.M. - DOMINION SITE TOUR

5:00 P.M. - CLOSED SESSION 6:00 P.M. - REGULAR SESSION

ITEM NO. DESCRIPTION

- I. <u>CALL TO ORDER</u> 4:00 P.M. (In the Board of Supervisors Meeting Room)
- II. <u>CLOSED SESSION</u> Section 2.2-3711 (a) 1) Personnel 5) Business and/or Industry and 7) Legal Matters (In the Board of Supervisors Conference Room)
 - A. Personnel Matters
 - B. Business and/or Industry
 - C. Legal Matters
- III. RETURN TO REGULAR SESSION (In the Board of Supervisors Meeting Room)
- IV. <u>CERTIFICATION OF CLOSED MEETING</u> Resolution #17-33
- V. <u>APPROVAL OF AGENDA</u>
- VI. APPROVAL OF CONSENT AGENDA
 - A. Minutes See Attachment \underline{I} .
 - B. Budgetary Matters See Attachment \underline{J} .
 - C. Warrants See Attachment K.
 - D. Resolution #17-39 Regarding Personnel Matters Resulting from Closed Session

- VII. <u>PUBLIC HEARING</u> None
- VIII. <u>ITEMS WITH APPOINTMENTS</u> None
- IX. <u>CITIZENS COMMENTS</u>
- X. <u>OTHER MATTERS</u>
 - A. Cell Phone Initiative Monthly Progress Report
 - B. Broadband Initiative Monthly Progress Report
 - C. VDOT Resolution #17-38
 - D. Web GIS Upgrade
 - E. Inspections Agreement, Otterdam Road, Phase I
 - F. Contract with Reynolds-Clark Development, Inc., Otterdam Road, Phase II
 - G. Landfill Machinery Repairs
 - H. IT Network Infrastructure Upgrade
 - I. Boards and Commissions Appointments
- XI. <u>MISCELLANEOUS MATTERS</u>
- XII. <u>ADJOURNMENT</u>

At the Regular Meeting of the Greensville County Board of Supervisors, held on Monday, September 19, 2016, with Regular Session beginning at 6:00 P.M., at the Greensville County Government Building, 1781 Greensville County Circle, Emporia, Virginia.

Present:

Peggy R. Wiley, Chairman

Michael W. Ferguson, Vice-Chairman

Dr. Margaret T. Lee Raymond L. Bryant, Jr.

Chairman Wiley called the meeting to order.

Chairman Wiley led the Pledge of Allegiance and gave the Invocation.

In Re: Approval of Agenda

Mr. Whittington stated that Staff recommended approval of the agenda with two added items – Closed Session, Personnel Matter and Open Session Resolution #17-32, Radium Road.

Supervisor Lee moved, seconded by Supervisor Bryant, to approve the agenda as amended. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Approval of Consent Agenda

Mr. Whittington stated that Staff recommended approval of the Consent Agenda.

Supervisor Bryant moved, seconded by Supervisor Ferguson, to approve the Consent Agenda containing the following items: Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

Minutes of the Meeting held on September 6, 2016.

Budgetary Matters consisting of the following: Fund #018 – Appropriations Resolution #17-30, in the amount of \$1,591.25, which is incorporated herein by reference.

Warrants:

Approval of Accounts Payable for September 19, 2016, in the amount of \$448,640.41

In RE: Drexel Pierce with the Virginia Cooperative Extension Office

Mr. Pierce addressed the Board of Supervisors stating that Ms. Nikki Norton, the Ag Agent, was no longer with the Greensville/Emporia Cooperative Extension Office. He stated that her absence had left an opening for an Ag Agent. He also stated that his Staff was requesting authorization to use funds already budgeted to hire a part-time ANR Program Technician, to work in the office during the interim period without an ANR Agent. He further stated that he had met with Mr. Brian Thrower, City Manager, and he agreed with the hire of the part-time position. He then stated that due to the state budget, he anticipated that the vacancy would last at least nine months. Mr. Pierce then stated that the position would be advertised through VA Tech and locally. He also stated that the position would be for an individual with a BS Degree and experience in the field. Mr. Pierce then requested authorization to hire the part-time position and hopefully by July 1, 2017, a full-time Ag Agent would be employed.

Supervisor Ferguson moved, seconded by Supervisor Lee, to authorize the hire of the part-time ANR Program Technician. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Citizens Comments

Mr. Whittington addressed the public, asking anyone wishing to address the Board of Supervisors to please come forward and state their name for the record. There was no one.

In Re: Transit Services

Mr. Whittington stated that the Public Transportation/Transit Services was discussed with the Board of Supervisors at its previous meeting. He stated that the agreement sets forth the details of the organizational structure and the cost sharing by each entity. He then stated that Staff recommended approval of the Public Transportation Service Agreement by and between Greensville County and the City of Emporia contingent upon the approval of City Council.

Supervisor Ferguson moved, seconded by Supervisor Lee, to approve the Transit Service Agreement. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Child Advocacy Center – Lease Agreement by and among Greensville County, the City of Emporia and the Family Violence and Sexual Assault Unit

Mrs. Parson stated that the agreement gave details of the construction, establishment and operation of the Child Advocacy Center to be located on the 3rd floor of the Commonwealth's Attorney's Office. She then stated that Staff recommended approval of the agreement subject to approval from the Emporia City Council and Family Violence and Sexual Assault Unit.

Supervisor Ferguson moved, seconded by Supervisor Bryant, to approve the Child Advocacy Center Lease Agreement. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Boards and Commissions Appointments

Mr. Whittington stated that two appointments needed to be made to the South Centre Corridors Resource Conservation and Development Council. He stated that these were an At-Large Appointments, one for a term of four years beginning 10/1/2016 through 9/30 2020 and one to fulfill the unexpired term of Nikki Norton.

Chairman Wiley opened the floor for nominations of two individuals to be appointed to the South Centre Corridors Resource Conservation and Development Council.

Supervisor Bryant moved, seconded by Supervisor Ferguson, to defer the appointment until the next meeting. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Resolution #17-32, Radium Road

Mr. Whittington stated that Dominion Power Company bought three small parcels consisting of 7.832, 9.08 and 1.07 acres between Brunswick Road and Route 58. He stated that Dominion offered the parcels to the County of Greensville as a gift. He then stated that with the approval of the following resolution, Greensville County accepts the gift from Dominion Power Company.

Supervisor Bryan moved, seconded by Supervisor Lee, to approve Resolution #17-32. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

In Re: Adjournment

With there being no further business, Supervisor Ferguson moved, seconded by Supervisor Bryant, to adjourn the meeting. Voting aye: Supervisors Bryant, Ferguson, and Chairman Wiley.

Peggy R. Wiley, Chairman

K. David Whittington, Clerk

COUNTY OF GREENSVILLE

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COUNTY OF GREENSVILLE

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RESOLUTION #17-34

FY 16-17 BUDGET AMENDMENT

BE IT RESOLVED by the Greensville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2016 through June 30, 2017.

FUND # 001

REVENUE

| 3-001-16090 Charges for Health 0001 Telephone Reimbursement 3-001-32010 Grants 0060 Wash Park Comm Improvement Project | \$ \$28 | 459.41 8,313.28 | | | | | | | |
|--|------------|--------------------|--|--|--|--|--|--|--|
| EXPENDITURE | | | | | | | | | |
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| 4-001-51100 Local Health Dept 5230 Telecommunications 94200 Grants | \$ | 459.41 | | | | | | | |
| 5850 Transfer Wash Park Comm Imp Project | \$2 | 8,313.28 | | | | | | | |
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| Peggy R. Wiley, Chairman Greensville County Board of Superviso | | | | | | | | | |
| ATTEST: | | | | | | | | | |
| Denise Banks-Chatman, Clerk | | | | | | | | | |
| Democ Danks Chamban, Clerk | | | | | | | | | |

Greensville County Board of Supervisors

Adopted this ______day of _______, ______.

RESOLUTION #17-35

FY 16-17 RE-APPROPRIATIONS

BE IT RESOLVED by the Greensville County Board of Supervisors that the following re-appropriations be and hereby are made for the period of July 1, 2016 through June 30, 2017.

FUND 001

| EXPENDITURE | |
|--|--|
| 4-001-32400 Fire & Rescue 5637 JVFD: Fire Funds Allocation | \$1,839.00 |
| | |
| | |
| | Peggy R. Wiley, Chairman Greensville County Board of Supervisors |
| ATTEST: | |
| | |
| Denise Banks-Chatman, Clerk Greensville County Board of Supervisors | |
| Adopted this day of | |

RESOLUTION # 17-36

FY 16-17 BUDGET AMENDMENT

BE IT RESOLVED by the Greensville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2016 through June 30, 2017.

| FUND # 010 | | | | | | | | | | |
|--|--|-------------|--|--|--|--|--|--|--|--|
| REVENUE | | | | | | | | | | |
| 3-010-24020 Fire 0002 Fire | Services Program Funds – County | \$36,773.50 | | | | | | | | |
| EXPENDITURE | | | | | | | | | | |
| | ensville County Fire Dept Program Funds Purchases | \$36,773.50 | | | | | | | | |
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| | Peggy R. Wiley, Chairman Greensville County Board | | | | | | | | | |
| ATTEST: | | | | | | | | | | |
| Denise Banks-Chatman, C Greensville County Board Adopted this day of | of Supervisors | | | | | | | | | |

RESOLUTION #17-37

FY 16-17 BUDGET AMENDMENT

BE IT RESOLVED by the Greensville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2016 through June 30, 2017.

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Denise Banks-Chatman, Clerk

Greensville County Board of Supervisors

Adopted this ______, ________

| REVENUE | | | | | | | | | | | |
|---|---|---|--|--|--|--|--|--|--|--|--|
| | Fire Services Fire Program Funds - City Fire Program Funds - County TOTAL | \$ 93,956.22 <u>\$ 15,648.56</u> \$109,604.78 | | | | | | | | | |
| EXPENDITURE | | | | | | | | | | | |
| | Greensville County Fire Dept Fire Program Funds Purchases | \$109,604.78 | | | | | | | | | |
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| Peggy R. Wiley, Chairman Greensville County Board of Supervisors | | | | | | | | | | | |
| ATTEST: | | | | | | | | | | | |

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| FREN DATE - 10/03/2016 TO DATE - 10/03/2016 UND ERFENDITURESKK | IL ESHUE | MATHIEMANCE CONTRACTS | SATTHURS BOLLER | DUDES & SUBSCETPITEES | | | ENFORMENT-SHERIFF | | CONTRACTION OFFICE STA | CHAINSTRAND SERV. 711 | REPAIR & MAINIENANCE SERVICES | A MATRIERABICE | NEGLE & MAINTEANNE SERVICES | nestan a Brabitaniana dendada | ELEUTRICOL | PURIOR SERVICES | TELECTIONUMICALIDAS | | LEASE OF EQUIPMENT | SHIFTUML & THOME | -oti | ළු ද | TARATE & SEATHING | - 45 | | tin | ht. 1 | CASTAGESTER TO PRISORERAN | n E | 101 101 | | 7.e. 1727 | EXTRADITION OF PRINCHERSA EXTRADITION OF PRINCHERSA | |
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COUNTY OF GREENSVILLE BUILDING AND PLANNING DEPARTMENT

TO:

The Honorable Board of Supervisors

FROM:

Linwood E. Pope, Jr., Planning Director

RE:

Cell Phone Initiative - Monthly Update

DATE:

September 27, 2016

Staff is pleased to report that Verizon is actively moving forward with the development phase of several future tower locations throughout Greensville County. Staff has received several phone calls from subcontractors of Verizon seeking information regarding the County's ordinance regarding cell tower locations, lease area requirements, set bank requirements, etc.

Verizon will receive its preliminary FY2017 budget in November. At that time, it can be determined how much construction money Verizon will have to construct new tower sites.

Staff will report once more information is received.

LEP, Jr/sdc

COUNTY OF GREENSVILLE BUILDING AND PLANNING DEPARTMENT

TO:

The Honorable Board of Supervisors

FROM:

Linwood E. Pope, Jr., Planning Director

RE:

Broadband Initiative

DATE:

September 27, 2016

The Virginia General Assembly has set aside \$1.25 million dollars this year and \$1.25 million dollars next year to fund the Virginia Telecommunications Initiative. The funds are to be used to provide financial assistance to supplement construction costs by private sector broadband service providers to extend service areas that presently are unserved by any broadband provider.

The Virginia Department of Housing and Community Development (DHCD) has been tasked with developing appropriate criteria and guidelines for the use of the funding provided to the Virginia Broadband Initiative. On September 20, 2016, County staff attended the Virginia Telecommunications (VATI) Stakeholders Input Session which was hosted by DHCD. The purpose of the meeting was to allow localities and service providers the opportunity to provide feedback on suggestions for change and improvements to the VATI program.

In the following weeks, DHCD will develop the program criteria and guidelines. Once developed, DHCD will conduct a How-to-Apply Workshop for localities wishing to apply for program funds. It is anticipated that this workshop will be held in mid-to-late October. Meanwhile, staff will meet with several service providers in an effort to determine which service provider will serve as the co-applicant for the county's application for grant funds.

LEP,Jr/sdc

COUNTY OF GREENSVILLE BUILDING AND PLANNING DEPARTMENT

TO:

The Honorable Board of Supervisors

FROM:

Linwood E. Pope, Jr., Planning Director

RE:

Resolution Accepting Land - Radium Road Extension

DATE:

September 27, 2016

The Virginia Electric and Power Company (VEPCO) has provided the County with a Deed of Gift where three parcels of land are conveyed from VEPCO to Greensville County. The 7.832 acre parcel and the 1.107 acre parcel are parcels that were necessary for the construction of the Radium Road Extension. VEPCO is also conveying to the County a 9.910 acre parcel which lies east of the extension of Radium Road. Since this parcel is not needed for the road, the County may wish to consider whether it would be useful to the County for other purposes.

The attached Resolution must be passed by the Board of Supervisors accepting title to the three parcels of property. Attached you will find a copy of the recorded Deed and plat of the subject parcels.

Staff recommends approving Resolution 17-38.

LEP, Jr/sdc

Enclosures

BOARD OF SUPERVISORS OF GREENSVILLE COUNTY, VIRGINIA

RESOLUTION #17-38

RE: RADIUM ROAD EXPANSION

IT IS HEREBY RESOLVED by the Board of Supervisors ("Board") of Greensville County, Virginia ("County"), that the County hereby accepts title to the 7.832 acres, 9.910 acres and 1.107 acres situate in Belfield Magisterial District, shown on a plat recorded in the Clerk's Office of the Circuit Court for Greensville County, Virginia, in Plat Book 7 at page 45 (Instrument Number 160001037), and more particularly described in the deed from Virginia Electric and Power Company, in the form this day presented, and authorizes K. David Whittington, County Administrator, to sign a Certificate of Acceptance evidencing acceptance of title to said property by the County.

ADOPTED this 19th day of September, 2016.

| VOTING AYE | VOTING NAY | ABSENT/ABSTAIN |
|----------------------------|---|---|
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| at a duly convened meeting | of the Board of Supervisors er, 2016, at which a quorum | n accurate account of the vote taken of Greensville County, Virginia, was present at the time the meeting |
| | | |
| | | 2 2 PA E |
| * | Clerk | 8 |



OFFICIAL RECEIPT GREENSVILLE CIRCUIT COURT DEED RECEIPT

DATE: 09/23/16 TIME: 10:57:43 ACCOUNT: 081CLR160001095 RECEIPT: 16000004790

CASHIER: AEW REG: GV10 TYPE: DG PAYMENT: FULL PAYMENT

INSTRUMENT : 160001095 BOOK: PAGE: RECORDED: 09/23/16 AT 10:57

GRANTOR: VIRGINIA ELECTRIC AND POWER COMPANY EX: N LOC: CO GRANTEE: GREENSVILLE COUNTY VIRGINIA EX: Y PCT: 100%

AND ADDRESS : 1781 GREENSVILLE COUNTY CIRCLE EMPORIA, VA. 23847

RECEIVED OF: SLAYTON, RUSSELL O; JR ATTY DATE OF DEED: 09/20/16

CHECK: \$23.00 3341

DESCRIPTION 1: PARCEL CONT 7.832 AC, PARCEL CONT 9.910 AC PAGES: 6 OP: 0

2: & PARCEL CONT 1.107 AC GREENSVILLE CO NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP:

PIN: 301 DEEDS 14.50 145 VSLF 1.50 212 TRANSFER FEE 1.00 106 TECHNOLOGY TRST FND 5.00

035 VOF FEE 1.00

TENDERED : 23.00
AMOUNT PAID: 23.00
CHANGE AMT : .00

CLERK OF COURT: ROBERT C. WRENN

PAYOR'S COPY
RECEIPT COPY 1 OF 2

160001095

Prepared by:
D. Brennen Keene (VSB # 39974)
McGuireWoods LLP
800 East Canal Street
Richmond, VA 23219
Tax Map #: portion of 18-13B; portion of 18-13H
Consideration: GIFT
Tax Assessed Value: TBD

This deed is exempt from recordation taxes pursuant to Section 58.1-811(D) of the Code of Virginia, 1950, as amended.

DEED OF GIFT (Radium Road)

THIS DEED OF GIFT (this "Deed") is made as of this 20 day of SEPTEMBER, 2016, by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation (hereinafter, "Grantor"), and GREENSVILLE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, c/o County Administrator, 1781 Greensville County Circle, Emporia, Virginia 23847 (hereinafter, "Grantee").

WITNESSETH:

That with the donative intent to effect an irrevocable transfer of title to Grantee, by gift and without the requirement of consideration from Grantee, the Grantor hereby grants, bargains, gives and conveys, with Special Warranty of Title, unto Grantee, all of the following real property, to-wit:

Those certain parcels of land located in the County of Greensville, Virginia, containing approximately 7.832 acres, 9.910 acres 1.107 acres, respectively, more or less, each as shown on that certain plat entitled "Compiled Plat Showing Portions of TM 18-13B & TM 18-13H Standing in the Name of Virginia Electric and Power Company, Belfield District, Greensville County, VA", dated May 5, 2016, and prepared by Timmons Group and recorded in the Clerk's Office for the Circuit Court of Greensville County, Virginia on September 12, 2016 in Plat Book 7. Page 45 as Instrument No. 160001037 (the

"Plat"), and which parcels are labeled thereon as Parcel "A-1", Parcel "A-2" and Parcel "B" (collectively, hereinafter, the "Parcels").

BEING a portion of that certain real property conveyed to Virginia Electric and Power Company by deeds recorded in the Clerk's Office for the Circuit Court of Greensville County, Virginia as Instrument #s 160000007 and 160000116.

2016 REAL PROPERTY TAX: Grantor shall be responsible for payment of all 2016 Greensville County, Virginia, real property taxes which accrue against the Parcels hereby conveyed prior to the date of this Deed. Greensville County, Virginia is exempt from payment of local real property taxes.

RESTORATION OF PROPERTY: After completion of the construction work within the Parcels to be performed by Grantee, at its expense, any adjoining property of Grantor which has been disturbed by said construction activities shall be restored by Grantee, at its expense, to substantially the condition which existed prior to the commencement of such construction, to the extent reasonably possible.

LIABILITY OF GRANTEE: Grantee shall bear full responsibility, and sole liability, for any damage to property, or injury or person, which is occasioned by its construction activities, or by another contractor or other person or entity acting on behalf of Grantee, during the construction of the Property.

The Property conveyance granted herein is made SUBJECT TO all easements, conditions, restrictions and encumbrances of record, or which may be disclosed by a current survey of the subject property.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Deed is executed on behalf of Virginia Electric and Power Company, a Virginia public service corporation.

GRANTOR:

VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation

By: Seon of Beeles (SEAL

Name: Scott J. Beckett

Title: Authorized Representative

COMMWEALTH OF VIRGINIA City of Richmond, to-wit:

The foregoing deed was acknowledged before me this 20 day of SEATEMETE 2016 by Scott J. Beckett, the Authorized Representative of Virginia Electric and Power Company, a Virginia public service corporation, on behalf of corporation.

Notary Public

My commission expires: 10-31-2019

Registration No: 221899

CERTIFICATE OF ACCEPTANCE

Pursuant to Virginia Code Section 15.2-1803 and as approved by the Board of Supervisors of Greensville County, Virginia, K. David Whittington, County Administrator for Greensville County, Virginia, executes this Certificate to evidence the acceptance by Greensville County, Virginia of the Parcels, as more particularly set forth in the Deed dated September 20, 2016, from Virginia Electric and Power Company, to which Deed this Certificate has been attached.

GREENSVILLE COUNTY, VIRGINIA

By: Bland (SEAL)

K. David Whittington, County Administrator

COMMONWEALTH OF VIRGINIA COUNTY OF GREENSVILLE, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of September 2016, by Karpayid Whittington, County Administrator for Greensville, County, Virginia.

Alenice Banko Chatman Notary Public

My Commission by pires: My

Notary Registration Number: #322189

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CERTIFICATE OF COUNTY ATTORNEY

Pursuant to Virginia Code Section 15.2-1803, the foregoing Deed from Virginia Electric and Power Company to Greensville County, Virginia, dated Option 20, 2016, to which Deed this Certificate is attached for recordation, is hereby approved as to form.

> County Attorney for Greensville County, Virginia

COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this 22 day of c _____, 2016, by Russell O. Slayton, Jr., County Attorney for Greensville County. Virginia.

(STAMP)

My Commission Expires:

Notary Registration Number:

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Site Development | Residential | Infrastructure | Technology IMMONS GROUP Virginia Electric and Power TM 18-13B & TM 18-13H 714.74 326.75 Standing in the Name of 317.20 288.54 416.19 24.53 217.34 25.47 103.03 43.02 64.09 92.99 50.35 58.37 28.45 23.15 119.01 35.50 125,48 27.20 48.36 50.72 42.43 Compiled Plat showing CHORD BEARING LINE TABLE Portions of Company W-228*4925 W-8500°052 3.6E 10.0MV N34"21"44"E N28*4925'E S48"5026"E BEARING N37-2006-E S52*42'55'E S54*1925°E S5634717E 559*51'42'E S63°5327"E S607950°E 558"34'58'E N35*48'47"E 554"1173'E N54"16"13"E X32,45.45.M W-8280°22 N43-D037-E L19 S37"20'05"W S48*5026"E 5523731E 556°08'28'E S56*18'55'E S52"39"54"E TIME 77 017 715 213 817 C 27 57 87 67 717 712 917 117 73 97 117 DELTA 11.0134 19"43'44" 738'56 82354 8.39.05 **CURVE TABLE** TANGENT 163.84" Ash D 4-12-46 157.73 209.05 159.03* 362.73 144.59 144.59 Planning Department PLAT APPROVED 416.83 71828 327.06 288.75 314.98 288.76 317.48 TM 18-52 TN 18-5-1 RADIUS 2166.00 2163.00" 2086.00 2086.00 2166.00 2163.00" 2166.00 TW 16-5-3 CURVE 8 53 ö B 8 9 3 Patsy P. Sours WB. 50, PG. 642 DB. 187, PG. 199 PB. 187, PG. 201 TM 18-138 617-TM 18-1-6 to be dedicated in it's entirely. to Greensville County for roadway purposes. (1.107 AC.) John Bradley, Jr. Florance S. Bradley DB. 251, PG. 427 TM 18-13E TM 18-1-7 John Bradley, Jr. Florence S. Bradley DB. 251, PG. 427 TM 18-13D \$20*10'42*W 458.19 Remaining portion of Parcel "A" to be dedicated to Greensville County (9.910 AC.) 526*33'09"W _ 501.48 526°33'09"W 196.38" Total Area 17,742 AC (Pleasant Shade Drive) N56*49'20'1 Porton of Parcel "A-1"
Porton of Parcel "A"
Id to Greensville County
for roadway purposes.
(7.832 acres)... INSTRUMENT #15000 0 RECORDED IN THE CLERK'S SET GREENSVILLE OF SEPTEMBER 23, 2016 AT 34 Danville, Franklin & Norfolk Reinoad (100172N) N56"22"39"W 151.03"-N14 3606W 61.80" Parcal 74-7 (portion of Parcal 74 to be dedicated to Greenshile County for roadway purposes); 7,532 acros Parcal 74-2 (terministic of Parcal 74 to be dedicated to Greenshile County); 9,910 acros Parcal 74 total: 17,742 acros to be dedicated 13.6.6.76.17 ROBERT C. WRENN: RECORDED BY: Dathan J. Fajna Heather S. Fajna Instr #100000045 Thi 18-13H RWI from Parcel "B" to be dedicated to Greensville County for roadway purposes. (1.107 acres) Rte. 607 (Brunswick Road) (30' R/W) Parcel "A-1" - RW from Parcel "A" to be dedicated to Greensville County for roadway Owner of Record:
Parcel 14: Viginis Electric and Power Company
Inst Afficionomy, PB, 16, PBS, 212-213
Parcel 17: Viginis Electric and Power Company
Inst \$150000116, PB 16, PC, 215 purposes. (7.832 acres) SCALE 1=200 Area Summary: Parcel 'A-1" (portion of P. Parcel "B": 1,107 acres Survey Notes: KIBH YARA TARA [MAY 73:6 3102/28] Assalium_Broad_ExienzionToVec/25/EXIDIA DAY 1 | Plotted AssaliumBroad_ExienzionToVec/25/EXIDIA DAY 1 | Plotted AssaliumBroad_Exienz





September 27, 2016

K. David Whittington County Administrator Greensville County, VA 1781 Greensville County Circle Emporia, VA 22847

Re:

Greensville Co, VA WebGIS & GIS Services

Emporia, VA JN 32241

Mr. Whittington,

The employee owners of Anderson & Associates, Inc. are pleased to submit this proposal to provide an advanced webbased GIS solution and ancillary GIS services for your constituents and staff. Based on our conversation, we feel that this proposal will fulfill the needs of Greensville County without warranting a heavy burden on its budget or increasing workload on its personnel. At this time, we are happy to offer the following terms:

1. Costs

1.1. The annually fee due from Greensville County for A&A to serve as an application service provider for the county's WebGIS site is \$4,900.00 plus an initial \$2,500.00 development fee (Initial development fee covers the creation of the full CAMA reporting page).

Included:

- 1.1.1. Full version of WebGIS web application for in house and public use including a secure version to display full CAMA data for users having the correct access credential. A&A will create a set of credentials for the county to provide to those allowed access.
- 1.1.2. A&A will redact owner information in accordance to the Board of Supervisors "Opt out" policy.
- 1.1.3. A&A will provide a secure link to download GIS data and provide login credentials for access.
- 1.1.4. One (1) WebGIS update on existing data layers per quarter (with option to expand).
- 1.1.5. Up to six (6) custom searches or queries (Address, Owner, PIN, Deed Book\Page, etc.) for the length of the contract.
- 1.1.6. Email/Phone support for users (during normal business hours).
- 1.1.7. Display Layers currently on the existing web-based site (but not limited to those only).
- 1.1.8. Display latest and previous year imagery.

2. Additional Costs

- 2.1. If the client changes the data update format or data scheme that requires troubleshooting or recoding of WebGIS programming, the client will be billed at an hourly rate for programming services (\$130.00 per hour) to complete the recoding. We require advanced written notice of any data format changes in order to provide uninterrupted, quality service.
- 2.2. If the client submits data in a format that requires enhanced processing to create useable WebGIS data, the client will be billed at an hourly rate for programming services (\$130.00 per hour) to process the data. This fee may recur if the data is part of an update process. A&A will assist the client on ways to limit or bypass this fee, where applicable.
- 2.3. If the client desires additional updates exceeding the designated allotment included in the initial cost (Item 1.1.4), each additional update will be billed at \$100 per update request. (Example: If the client wanted to update the WebGIS every month outside of the allotted once per quarter, a fee of \$100.00 would be added to the monthly bill for the additional update.)
- 2.4. If the client desires additional search capabilities or customization of the existing WebGIS interface, the client will be billed at our standard hourly rate for programming services (\$130.00 per hour) to complete such requests.
- 2.5. If the client desires to add a new layer, a one-time charge of \$100 will be incurred unless Item 2.2 applies.

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Mr. K. David Whittington September 27, 2016 Page 2 of 2

- 2.6. If the client desires to add or update a raster layer, such as new Aerial Imagery, a one-time charge of \$100 will be incurred. This fee is waived if a compatible cloud based service can be obtained and implemented.
- 2.7. If the client request any services not specifically identified in this Agreement, A&A will negotiate a separate contract upon reviewing the outlined task.
- 2.8. Ancillary GIS services through augmentation for various GIS related work (layer development, layer maintenance, software upgrades, etc.) will be billed at an hourly rate for GIS services (\$88.00 per hour).

3. Owner's Responsibilities and Disclosures

- 3.1. Provide all update data in ESRI shapefile® or geodatabase format, where applicable.
- 3.2. Provide all necessary files to complete the update process.
- 3.3. Provide a list of constituents who requested to be included in the Board of Supervisors "Opt Out" policy.
- 3.4. Provide data updates in a consistent format or provide notification of any changes that may have occurred from previous update submission.
- 3.5. A&A is not responsible for the availability of any 3rd party data or their restrictions.

4. Schedule

The terms of this contract begins November 1, 2016 and extends for up to three (3) years. Please indicate term duration below. This proposal shall be considered valid for 60 calendar days from the date of the proposal.

5. Approval

If you find this contract acceptable, please sign the enclosed copy and return it to us for our records. A signed faxed copy or signed scanned copy will be acceptable as notice to proceed, with originals following by mail.

Thank you for the opportunity to assist you with this project. Please call me at 1-800-763-5596 or 540-552-5592 or email me at powell@andassoc.com if you have any questions.

| Greensville County, Virginia | | | Sincerely, Anderson & Associates, Inc. | |
|--|----------|---------|--|--------------------------------------|
| Contract will extend for (circle one): | | | V 1 Quan | |
| 1 year | 2 years | 3 years | | fen Aracor |
| | | | | Signature |
| | | | | Ken Anderson, PE, CEO |
| Signature | | | | September 27, 2016 Date |
| Printed Name a | nd Title | | | Byen & Towell |
| | | | | Signature |
| Date | | | | Bryan E. Powell, GIS Project Manager |
| | | | | September 27, 2016 Date |

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GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

TO:

Greensville County Board of Supervisors

FROM:

Moses A. Clements, Public Works/Assistant Authority Director

RE:

Otterdam Road, Phase I

DATE:

September 27, 2016

The Construction Engineering and Inspection activities for the above referenced project are being provided by HDR/ICA Engineering, Inc. The County Staff has requested that HDR/ICA provide additional services that are not within the scope of their existing agreement. The additional services are for the administrative oversight of utility relocations for Mecklenburg Electric Cooperative and Verizon telephone.

The staff has negotiated an appropriate Contract Amendment. The Amendment has been reviewed and approved by the County Attorney. A copy is attached.

I respectfully request that the Board take formal action to:

- approve the Contract Amendment,
- and authorize the Board Chairman to sign the document.

Please contact me if you have any questions. Thank you for your attention to this matter.

S.

attachment

AMENDMENT TO AGREEMENT FOR CONSULTANT/DESIGN SERVICES

WHEREAS:

ICA ENGINEERING, INC. ("ICA") entered into an Agreement on August 3, 2015 to perform engineering services for Greensville County, Virginia.

Greensville County desires to amend this Agreement in order for ICA to perform services beyond those previously contemplated;

ICA is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, ICA and Greensville County do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Insert the following in SECTION 2: CONSULTANT SERVICES, A. SCOPE OF SERVICES on Page 2 of 14:

Consultant shall coordinate all work associated with the relocation of utilities for Verizon and Mecklenburg Electric Co-op until completion of the project.

The first and second sentences in paragraph A of SECTION 3: CONSULTANT FEES on Page 2 of 14 shall be replaced with the following:

All work under this contract with the exception of utility coordination shall be on a lump sum basis, in the amount of \$611,800.00. Utility coordination shall be performed on an hourly basis at a rate of \$65.00 per hour with a total cost not to exceed \$5,000.00. The Consultant agrees that the lump sum fee is full and complete compensation for each completed scope of work, except for utility coordination, and all costs incurred and services rendered by the consultant, without condition or limitation.

Insert the following after the first sentence in SECTION 4: PAYMENT FOR CONSULTANT SERVICES on Page 3 of 14:

The County will pay the Consultant for the hours of agreed upon utility relocation coordination work completed and accepted by the county.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

| ICA ENGINEERING, INC. ("ICA") | Greensville County Virginia | | | |
|-------------------------------|-----------------------------|--|--|--|
| Ву: | Ву: | | | |
| lts: | Its: | | | |
| Date: | Date: | | | |

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

TO:

Greensville County Board of Supervisors

FROM:

Moses A. Clements, Public Works/Assistant Authority Director

RE:

Consulting Engineer Selection - Otterdam Road, Phase II

DATE:

September 27, 2016

The County is ready to begin the second phase of the Otterdam Road improvement project. In order to begin this task, the County must employ the services of a Consulting Engineer.

The County's procurement requirements have been carefully followed. Additionally, the staff was careful to follow all of the requirement associated with VDOT program for Locally Administered Projects (LAP). It is important to adhere to the LAP requirements because approximately 50% of the funding for this project is being supplied via the LAP program.

Six engineering firms responded to the RFP and three firms submitted formal proposals. The County Selection Committee, which consisted of K. David Whittington, James Parham, Jr., James Warf, and myself, interviewed all three of the respondents. The Selection Committee determined that the consulting engineering work for the Otterdam Road, Phase II Project should be awarded to Reynolds-Clark Development, Inc. They were the highest rated firm.

I respectfully request the following actions:

- Authorize the staff to negotiate a contract for the design and bidding services with Reynolds-Clark.
- Authorize the County Administrator to execute the engineering contract contingent on: (1) a positive review by the County Attorney, (2) a positive review by VDOT, and (3) the finalization of the project budget.

Thank you for your attention to this matter.

COUNTY OF GREENSVILLE

To:

The Honorable Board of Supervisors

From:

Reggie Owens, Program Coordinator

Subject:

Greensville County Landfill Equipment Repairs

Date:

September 28, 2016

Staff seeks authorization from the Board for the financing of major equipment repairs at the Greensville County Landfill in lieu of payment in full at the time of repairs. Carter Machinery is the local dealer for Caterpillar and offers 0% financing of major repairs on equipment for up to 18 months. Once approved, Carter Machinery will allow the payments to be spread over 18 months, allowing staff the opportunity to repair equipment without exceeding budgetary allowances for the fiscal year.

The equipment at the landfill is well maintained but, due to the age and hours of use, may require major repairs unforeseen during the budget process. Approval of participation in this program allows staff the opportunity to spread those payments over a period of time and allow the budgeting of funds in the next fiscal year, if needed.

Please see the attachment provided. Thank you.

Reggie Owens

JRO/tcp Attachment

Carter



APPLICATION FOR CREDIT/FINANCING

Carter Machinery Company, Inc. P.O. Box 3096, Salem, VA 24153



Fax application to (540) 387-3893

(800) 768-4200 (Toll Free)

| CARTER SALESMAN 03/3 | □Existing Customer034451 | | | |
|---|---|--|--|--|
| GENERAL INFORMATION: Please print or type | Customer Number | | | |
| Business/Individual Name County of Greensville | Trade Name (if different) | | | |
| Physical Address 1781 Greensville County Circle Fm | poria <u>VA 23847 Greensville</u> | | | |
| Billing Address 1781 Greensville County Circle Times | poria VA 23847 Greensville | | | |
| Business # (+34 348-4205 Mobile/Pager # 434 637- Contact Name Reggie Owens SIC Code/Business Description Local Government Bus Type of Business: Sole Proprietorship Corporation Ligeneral Page | Fax# (434 348-4113 lergency Management F-mail rowens@greensvillecountyva.gov siness Start Date Time as Current Owner artnership DL.C. Mother Government (Provide copy of LLC Agreement) | | | |
| Number of Employees 125 Purchase Order Number Required? | MYes □No \$500+ Purchase Order Number Required | | | |
| Has the business or any principal ever declared bankruptcy? Yes No If yes, date filed | Are there any outstanding llens? ☐Yes ☒No | | | |
| Federal ID Number 54-6001 327 Sales Tax Exempt? Bonding Company Contact Name | Phone # (| | | |
| Do you have Physical Damage Coverage for Rental Equipment? ☐Yes ☐No *If yes, must attach Insurance Certificate indicating sufficient Physical Damage coverage; otherwise Fire, Theft, and Vandalism will be charged. Do you have Liability Insurance Coverage? ☐Yes ☐No *A Certificate of Commercial General Liability coverage must be received before a rental account can be approved. | | | | |
| Type and Amount of Credit Applied For Short Term Financing/ | Estimated \$35,000 | | | |
| FINANCIAL INFORMATION: | | | | |
| Bank/Finance Company References: Name Account Number & Phone Number | Checking: Savings: Loan: (Please provide current balances) | | | |
| (1) <u>First Community Bank</u> (434) 634-6555 | | | | |
| (2) Branch Banking & Trust Company (434) 348-26 | 685 | | | |
| Trade References: Contact Address (include City, | State & Zip) Telephone # Account # | | | |
| (1) Emporia Auto Parts 304 S. Main (2) Emporia Hardware Co., Inc. 161 Baker St | Street, Emporia (434)634-6209 | | | |
| | treet, Emporia (434)634-2613 5, Jarratt, VA (434)535-8137 | | | |
| (4) Electrical Equipment Company 625 Lombards | 5, Jarratt, VA (434)535-8137 | | | |
| (4) Electrical Equipment Company 625 Lombardy Street, South Hill (434)447-7121 Personal Information of Owners/Principals/Guarantors (attach additional sheets, if necessary): | | | | |
| Name/Title | Birth date SS# | | | |
| Home Address & Phone No. Net Worth \$ Annual Income \$ | % Ownership | | | |
| | Monthly Housing Payment \$ | | | |
| Name/Title Home Address & Phone No. | Birth date SS# | | | |
| Net Worth \$ Annual Income \$ | % Ownership Monthly Housing Payment \$ | | | |
| NOTICE: The undersigned ("Customer") hereby makes application for credit from Carter Machinery Company, Inc. ("Carter"). Customer authorizes and requests each trade or bank reference listed herein to advise Carter of its credit experience with Customer and to express an opinion as to the credit record of Customer. Customer acknowledges and agrees that Carter, in its sole discretion, may submit this application and other credit information to others, including other potential sources of the credit sought by this application, as well as Carter's successors and assigns. Customer and each person signing below on behalf of Customer and/or signing as a Guarantor, agrees that Carter may obtain personal credit reports with respect to Customer and each such person in connection with continuation of the credit provided herein, or pursuant to a subsequent application or request, and that Carter may share with such other potential sources of the credit sought by this application all such credit reports and other credit information described in this paragraph. | | | | |

Customer acknowledges that Carter may, in its sole discretion, refuse to extend credit to Customer in connection with any credit transaction. The fact that this application contains reference to "type and amount of credit applied for" shall not be deemed a limitation of liability by Customer or any Guarantor. If credit is extended, Customer agrees to be bound by the Terms and Conditions on the reverse side hereof and on any Carter attachments and addenda thereto. This application and the Terms and Conditions on the reverse side hereof constitute a binding contract between Customer and Carter.

TERMS AND CONDITIONS

CUSTOMER WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS PRESENTED TO CARTER MACHINERY COMPANY, INC. ("CARTER") FOR BUSINESS CREDIT PURPOSES.

If Carter approves your application for credit, you agree that the terms and conditions listed below and on the front page of this document, together with Carter's Standard Warranties and Disclaimers, any Rental Agreement, and any attachments and addenda thereto, shall constitute a binding agreement (the "Agreement") relating to all orders, purchases, sales, leases and extensions of credit (collectively, "Transactions") between you and Carter unless Carter has expressly agreed otherwise in writing. As used herein, the term "Products" means the machinery, equipment, and parts that are the subject of a Transaction.

- 1. WARRANTIES AND DISCLAIMERS: LIMITATION OF DAMAGES. OTHER THAN AS PROVIDED IN CARTER'S STANDARD WARRANTIES AND DISCLAIMERS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE. In no event shall Carter be liable for any direct, indirect, consequential, incidental, cover or punitive damages or any lost profits of any kind.
- 2. COMPLIANCE WITH LAWS; INDEMNIFICATION. You shall, at your own cost and expense, comply with all laws, regulations, rules, codes, standards, orders, requirements and manufacturer's specifications pertaining to any Products, including without limitation the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act of 1969. You assume the entire responsibility for installation of any additional safety guards and devices that may be required for any Products. You agree to indemnity, protect, defend and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns, from and against all claims, suits, demands, injuries, losses or damages of any nature or kind (including death) to person or property, actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any product and/or your failure to comply with this Agreement.
- 3. PAYMENT AND CHARGES. Unless otherwise stated by Carter, all machinery, equipment and rental invoices are due upon receipt, and all parts and service invoices are due on or before the 10th day of the month following the month the purchase was made. You shall also be responsible for and promptly pay when due or reimburse Carter for any sales, use or other taxes or fees and all other amounts charged or based on the rental, use or operation of the Products, including but not limited to all shipping, special order shipping, transportation and other delivery charges. If you fail to pay within 10 days after payment is due any amount required to be paid to Carter, you shall pay Carter a late charge of two percent (2%) per month on the amount owing (or if prohibited by applicable law, such lesser amount allowed by law).
- 4. TIME OF DELIVERY, FORCE MAJEURE AND RISK OF LOSS. Carter makes no guaranty or warranty of any approximate available date; any such date specified in a purchase or lease transaction under this Agreement is merely an estimate. Performance by Carter shall be subject to "Force Majeure" which term is hereby declared to include all circumstances and actions whatsoever beyond the direct and immediate control of Carter, among which, but not exclusive of others, are the following: Acts of God, war and riot, intervention by governmental authorities or agencies, embargoes, vandalism, sabotage, strikes, lockouts, or other industrial disturbances, shortages or delay in supply of fuel, power, raw materials or component parts, or other causes beyond Carter's reasonable control or any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data. Carter shall not be liable for any loss or damage caused you, nor shall you be entitled to cancel a Transaction because of any failure to perform due to Force Majeure. Risk of loss shall pass to you upon delivery of the Products to you or to a common or contract carrier.
- 5. CREDIT AND SECURITY INTEREST. Each Transaction shall be subject to Carter's approval of your financial responsibility and credit on the actual delivery date, and Carter reserves the right to restrict a Transaction to a cash sale or to specify all credit terms and security to be given for the extension of credit. Carter reserves a purchase money security interest in the Products until such time as Carter has received payment in full. In this connection, you authorize Carter to execute and file (manually or electronically) such financing statements as might be reasonably required to perfect such purchase money security interest.
- 6. DEFAULT. If you fail to pay any rent or other amount when due and payable to Carter, or if you fail to comply with any provision or perform any obligation of this Agreement, or if you or any guarantor becomes subject to any insolvency, bankruptcy, receivership, trusteeship or similar proceedings, whether voluntary or involuntary, or if there is a material adverse change in your financial condition or the financial condition of any guarantor, or if any credit or financial information you provide to Carter is not true and correct, or if any representation or warranty made to Carter by you is untrue or breached, or if the guarantor dies or revokes a guaranty, you shall be in default, which means that Carter shall have the right to exercise any one or more of the following remedies: (a) to terminate this Agreement and any other agreement(s) with Carter; (b) to declare the full balance of all rent, charges and other amounts immediately due and payable without notice or demand; (c) to take possession of or retain all machinery and equipment, wherever located, without notice or demand, and sell it without court order or other process of law; (d) to require you to assemble all Products and make them available at a reasonably convenient location designated by Carter; (e) to obtain preliminary and permanent injunctive relief enjoining you from using any Product, without bond; and/or (f) to pursue any other remedy existing now or in the future existing at law or in equity. All of these remedies are cumulative and may be exercised concurrently or separately and from time to time. Notwithstanding any action that Carter may take, you shall remain responsible for full payment and performance of all obligations under this Agreement. In the event of default, you shall pay Carter all costs and expenses, including a twenty-live percent (25%) attorney's fee, incurred in enforcing any term of this Agreement.
- 7. MISCELLANEOUS. If Carter fails to af any time enforce any right, power or remedy reserved to it under this Agreement, such failure shall not be treated as a waiver of Carter's right to exercise the same or any other right, power or remedy at any time. If more than one person or entity is named in this Agreement as the lessee of the Equipment, the liability of each shall be joint and several. This Agreement may not be amended except in writing signed by both parties. This Agreement, and each Transaction hereunder, is governed by the laws of the Commonwealth of Virginia. You hereby submit to the jurisdiction and venue of the state or federal courts in Norfolk and Roanoke, Virginia for any legal action involving this Agreement. The UN Convention on Contracts for the International Sale of Goods shall not be applicable and is specifically disclaimed. This Agreement may not be amended except in writing signed by both parties. This contractor or subcontractor shall abide by the requirements of 41CFR 60.1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or Individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations required that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disabilities and religion, sex, or disabilities are disabilities.

A facsimile or electronic signature shall have the same validity and effect as an original signature.

| THE UNDERSIG | NED AFFIRMS THAT HE OR SHE HAS FULL AUTH | ORITY TO SIGN ON BEHALF OF THE COMPANY. |
|--------------|--|---|
| CUSTOMER: | | Must Watch Business/Individual Name on Page 1 |
| → BY: | TITLE: | DATE: |
| BY: | TITLE: | DATE: |

www.CarterMachinery.com

PERSONAL GUARANTY FOR CARTER CREDIT/FINANCING

In consideration of credit being extended by Carter Machinery Company, Inc. ("Carter") to the above-named Customer, I/we ("Guarantor") hereby jointly, severally and unconditionally guarantee to Carter, its successors and assigns, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Customer to Carter, including interest, service and late charges, now existing or hereafter arising (collectively, "Indebtedness"); and further agree to pay Carter all costs and expenses, including a twenty-five percent (25%) attorney's fee, incurred in attempting to collect the Indebtedness or enforce any term of this Guaranty. This Guaranty shall remain in full force and effect as to each Guarantor until Carter receives written notice signed by Guarantor that Guarantor revokes this Guaranty. In the event Guarantor revokes this Guarantor shall remain responsible for full payment and satisfaction of all obligations incurred by Customer prior to Carter receiving notice of revocation, and Carter reserves the right to immediately suspend or terminate any credit extended to Customer. Each Guarantor agrees that Carter may obtain a personal credit report in accordance with the provisions of the "Notice" appearing at the bottom of the front page of the Application for Credit/Financing.

Waivers by Guarantor: Each Guarantor waives, for the benefit of Carter (which waivers shall survive until this Guaranty is terminated: (a) notice of acceptance of this Guaranty; (b) notice of the existence, creation or incurrence of new or additional debt owing from Customer to Carter; (c) presentment, protest and demand, and notice of protest, demand, nonpayment, nonperformance or dishonor of any agreements. notes or other obligations signed, accepted, endorsed or assigned to or by Carter or agreed to between Customer and Carter; (d) notice of adverse change in Customer's financial condition or any other fact which might materially increase the risk of Guarantor; (e) any and all rights in, and notices or demands relating to, any Products (as defined in the Terms and Conditions on the reverse side of the Application for Credit/Financing), including without limitation, all rights, notices, advertisements or demands relating, whether directly or indirectly, to the foreclosure, sale or other disposition of any or all such Products or the manner of such sale or other disposition; (f) any claim, right or remedy which Guarantor may now have or hereafter acquire against Customer that allows Guarantor any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Carter against Customer, or any security which Carter now has or hereafter acquires with respect to Customer, whether or not such claim, right or remedy arises in equity, under contract (express or implied), by statute, under common law or otherwise; (g) notice of any default by Customer or any other person obligated in any manner for all or any portion of the Indebtedness and notice of any legal proceedings against such parties; (h) any right of contribution from any other party; (i) notice or hearing as to any prejudgment remedies; (j) any defense which is premised on an alleged lack of consideration of the obligation undertaken by Guarantor, including without limitation any defense to the enforcement of this Guaranty based upon timing of the execution of this Guaranty, regardless whether it is executed after the execution date of any agreements evidencing the Indebtedness; (k) all exemptions and homestead laws; (I) any other demands and notices required by law; (m) all setoffs and counterclaims against Carter and/or Customer; (n) any defense based on a claim that Guarantor's liabilities and obligations exceed or are more burdensome than those of Customer; and (o) any defense which Customer may assert or be able to assert on the Indebtedness or which may be asserted by Guarantor, including but not limited to (i) breach of warranty, (ii) fraud, (iii) statute of frauds, (iv) infancy, (v) statute of limitations, (vi) lender liability, (vii) accord and satisfaction, (viii) payment and or (ix) usury.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and may be enforced before or after proceeding against Customer, and without any resort to any collateral or other Guarantor or surety. This Guaranty shall be governed by the laws of the Commonwealth of Virginia. Guarantor hereby submits to the jurisdiction and venue of the state or federal courts in Norfolk and Roanoke, Virginia for any legal action involving this Guaranty or Carter's extension of credit to Customer.

| | (SEAL) | SS#: | DATE: | |
|-----------------------|--------|--------------|-------------------------------------|------------|
| Jointly and Severally | | | | |
| | (SEAL) | SS#: | DATE: | |
| Jointly and Severally | | NEW POWER TO | W2 2009-2007/96 September 1997-1997 | 1000 com 2 |



ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)

Caterpillar Financial Services Corporation
Caterpillar Financial Commercial Account Corporation
Phone: (800) 651-0567 Fax: (615) 341-5925
Email: Credit.Department@cat.com

VOCATIONAL TRUCK / ENGINE / GEN SET: application number required for every transaction _

Check all that apply. I am financing:

Groupment from a Cat Dealer

Groupment from another party or refinance

Parts, service, attachments or renting equipment
from a Cat Dealer with Commercial Account

I have previously applied with Cat Financial for:

Equipment Financing

Commercial Account to pay for parts, service,
attachments or to rent equipment from a Cat Desler

| \Box | N/A |
|--------|--------|
| 1000 | 11/275 |

| COMPLETE if you are financing PARTS, SERVICE, AT | TACHMENTS or RENTING | equipment from | a Cat Dealer with Commercial Account | |
|---|---------------------------------|----------------------------|--|--|
| Requesting a revolving credit limit range of (select ONE): | 🕽 \$25,000 or fess 💢 \$25 | i,000-\$75,000 C | 1 \$75,000 or more (see FINANCIAL section below) | |
| Billing preference (select ONE or statement billing will apply): STATEMENT BILLING: Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance. | | | | |
| Name(s) of individual(s) authorized to charge on account: 1) Nam | | <u> </u> | 2) Name | |
| Contact Credit.Department@cat.com to request additional autho | | | | |
| FINANCIAL: Attach the following if financing exceed | | | | |
| rinancial statements for the last 2 fiscal year-ends, latest interim Additional financial information may be required. | statements and comparable i | nterims from prior ye | ear (if fiscal year-and is over 120 days), and a detailed list of work on hand | |
| INDUSTRY SPECIFICS | | | | |
| 1003-111/3-Alaco alisto sormoni avinete interatorno de | n 1505 (5 m 1505 (6 m) | 15112945034 | | |
| Number of crews 2 Avg. monthly revenues \$ | | | ENGINE / DENERATOR SET (Selection) Mobile and mounted on vehicle or trailer. | |
| 4. Do you own the timber you normally harvest? \(\sigma\) Yes \(\sigma\) No. | West and a with the company | .maea w | Assignment of title to Cat Financial will be required. | |
| 5. Primary Customer Names a. | Length of Relationship | Is there a contract | Attach copy of title if you own trailer. Fixed and fastened to land/building. | |
| b | | Yes D No | Attach a completed engine utilization form. | |
| | | | ☐ Pallet/skid/pad mounted (not fixed to the property) | |
| VODATIONAL TRUCKS | | | HAZMAT | |
| 1. Products Hauled Years Owning Years Owning | 2. Reet: | size? | COMPLETE this section and sign below for EVERY truck transaction. | |
| 4. Primary Customer Names | Length of Relationship | Is there a contract | Do you haul HAZMAT? CI Yes* CI No "If hauling HAZMAT, stach a completed HAZMAT questionnaire and proof of | |
| a | - | . □ Yes □ No □ Yes □ No | insurance. Minimum environmental liability coverage required from an acceptable insurer. | |
| NOTICES | | To les of Mo | matter. | |
| Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFCAC") and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies". You agree that the completed credit application you most recently delivered to("Dealer") is hereby incorporated herein and all the information set forth therein and all the agreements made by you therein are deemed to have been provided to or made with us. We may use such information and rely upon such agreements in evaluating this credit application. | | | | |
| from us. | | | , correct and complete and (ii) is provided for the purpose of you obtaining credit | |
| Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit historias, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application. (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (a) to otherwise investigate your credit, (e) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants. | | | | |
| This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC. | | | | |
| You acknowledge that this credit application is for business custo | nners only (including sole prop | rietorships) and cred | lit provided by us in connection with this credit application may not be used to fully understead the terms and conditions contained in this credit application. | |
| The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. | | | | |
| If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the data you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement. | | | | |
| Caterpillar Financial Service | es Corporation, Attn: Credit Ma | nager, 2120 West End | Ave., P.O. Box 340001, Nostrville, TN 37203 | |
| SIGNATURES | | | | |
| Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below. | | | | |
| | | - | Date | |
| Printed Name | | | Title | |
| Ownership (To be completed by every owner identifie | | | | |
| 1) Signature Printed Name Date | | | | |
| 2) Signature | | | | |
| TO BE COMPLETED BY A CATERPILLAR REPRESENTA | | AND THE SECOND | nafe | |
| | | | | |
| Identity verified for all signatories listed above 💹 Yes 🚨 | ING | toenancation att | ached, if applying with Cat Financial Commercial Account 🔲 Yes 🔘 No | |

. Attach truck and body build sheets for vocational trucks.

VA Dept. of Taxation Form ST-12 6201059 Rev. 10/06

COMMONWEALTH OF VIRGINIA SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a political subdivision of the Commonwealth of Virginia, or the United States)

| To: CARTER MACHINERY COMPANY INC. (Name of Dealer) | Date: | SEPTEMBER 22 , 2016 . |
|--|---|---|
| P.O. BOX 3096 (Number and street or rural route) | SALEM (City, town, or post office) | VA 24153 (State) (Zíp Code) |
| The Virginia Retail Sales and Use Tax Act provides th property for use or consumption by this State, any poli does not apply to sales or leases to privately owned fit United States.) | itical subdivision of this State, o | r the United States. (This exemption |
| The undersigned, for and on behalf of the government property purchased or leased from the above dealer of tal agency, that each such purchase or lease will be su tangible personal property will be paid for out of publication. 1. Tangible personal property for use or con 2. Tangible personal property for use or con 2. | n and after this date will be for apported by the required official to funds: (Check proper box below the Commonweal assumption by the Commonweal | use or consumption by a governmen- purchase order, and that such www.) th of Virginia. |
| Virginia. ☐ 3. Tangible personal property and taxable | services for use or consumption | by the United States. |
| COUNTY OF GREENSVILLE | a | 54-6001327 |
| (Na | me of governmental agency) | |
| 1781 GREENSVILLE COUNTY CIRC | LE EMPORIA | VA 23847 |
| (Number and street or rural route) | (City, town, or post office) | (State) (Zip Code) |
| I certify I am authorized to sign this Certificate of Excorrect, made in good faith, pursuant to the Virginia I | | ny knowledge and belief, it is true and |
| | TT | NANCE SUPERVISOR |
| By: (Clica White) (Signature) | | (Title) |

Information for dealer: — A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.